

Request for Proposals

RFP # HMS 301-63

NEIGHBORHOOD PLACE SERVICES

OAHU, MAUI, EHI, WHI.

**DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION**

**NOTICE OF REQUEST FOR PROPOSALS TO PROVIDE
HEALTH AND HUMAN SERVICES**

Pursuant to Chapter 103F, Hawai'i Revised Statutes, the Social Services Division of the Department of Human Services (DHS) of the State of Hawai'i is seeking proposals to provide the following child welfare services:

- | | |
|------------|--|
| HMS 301-63 | Neighborhood Places in selected geographic areas to provide voluntary supportive services to families at risk for child abuse and neglect. The Neighborhood Place is a model for delivering an array of services in a community type setting that are aimed at preventing child abuse and neglect and diverting families from the formal DHS Child Protective Services (CPS) system. |
| HMS 301-64 | Family Centers on Oahu to provide family strengthening and community activities to at risk families and other community stakeholders to prevent child abuse and neglect. |

Contracts for the services listed above are expected to begin November 1, 2004 and will run through June 30, 2006 with an option to extend annually for a maximum of three (3) additional years pending the availability of funding as well as satisfactory utilization and performance.

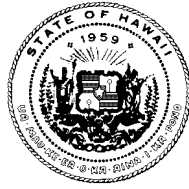
The Request for Proposals (RFP) # HMS 301-63 and HMS 301-64 will be available beginning July 21, 2004. RFPs will be mailed upon request by calling (808) 586-5665. RFPs may be picked up between the hours of 7:45 a.m. and 4:30 p.m., Monday through Friday, except State holidays, at the following address:

The Department of Human Services
Social Services Division
Support Services Office
810 Richards Street, Suite 501
Honolulu, Hawai'i 96813

Completed proposals must be delivered by 4:30 p.m. on Friday, August 27, 2004, or be postmarked by the United States Postal Service no later than Friday, August 27, 2004. Completed proposals must be delivered or mailed to the above address. Proposals that are late or that are sent by facsimile or e-mail will not be accepted.

An ORIENTATION session for this RFP will be held on Tuesday, July 27, 2004 from 10:00 a.m. to Noon in conference room 4 at the above address. For more information about the orientation, for special accommodations or to participate by phone, call Ms. Laura Giddings at (808) 586-5672.

Lillian B. Koller, Esq.
Director



STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
Social Services Division
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

July 21, 2004

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark, Acting Administrator
Social Services Division

SUBJECT: SOCIAL SERVICES DIVISION'S REQUEST FOR PROPOSALS

The State of Hawaii Department of Human Services, Social Services Division, is currently soliciting proposals to provide the following services:

- Neighborhood Places in selected geographic areas, RFP # HMS 301-63; and
- Family Centers on Oahu, RFP # HMS 301-64.

Requests for Proposals (RFPs) for these services are issued under the provisions of Chapter 103F of Hawaii Revised Statutes and its administrative rules.

Attached are the RFP materials you requested. It is essential that you pay attention to the proposal submittal information on the attached "Proposal Mail-In and Delivery Information Sheet."

An ORIENTATION for the RFPs will be held on Tuesday, July 27, 2004 from 10:00 a.m. to Noon. See Section 1, Part V, of the RFPs for further details. For more information about the orientation, for special accommodations, or to participate by phone, call Ms. Laura Giddings at (808) 586-5672.

If you have questions about the RFPs, please refer to Section 1, Part VI, Submission of Questions, and Section 2, Part II-F, Contact Person, of the RFPs for information on the question and answer process and whom to contact.

Thank you for your interest. We look forward to your proposal(s).

Attachments SSO/FRPS/POS-GM: lg;
Laura Giddings/586-5672

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED.
ADDITIONAL COPIES MAY BE REQUESTED.**

**PROPOSALS SUBMITTED BY FACSIMILE OR BY ELECTRONIC MEANS WILL
NOT BE ACCEPTED.**

DHS RFP COORDINATOR:

Laura Giddings, POS Program Specialist

Phone: 586-5672

Fax: 586-5606

For further info. or inquiries, see the RFP Contact Person in Section 2, part II.F, of the RFP.

- **ALL MAIL-INS MUST BE POSTMARKED BY USPS BEFORE 12:00 MIDNIGHT, AUGUST 27, 2004.**
- **ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITE UNTIL 4:30 P.M., AUGUST 27, 2004:**

All Mail-Ins and Hand Deliveries:

Department of Human Services
Social Services Division
Support Services Office
Purchase of Services Unit
810 Richards Street, Suite 501
Honolulu, Hawaii 96813

BE ADVISED:

- **All mail-ins postmarked USPS after 12:00 midnight, August 27, 2004, will not be accepted for review and will be returned.**
- **Hand deliveries will not be accepted after 4:30 p.m., August 27, 2004.**
- **Deliveries by private mail services such as FedEx shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., August 27, 2004.**
- **Proposals sent by facsimile or by electronic means will not be accepted.**

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Section 1

Administrative

Overview

RFP HMS #s: 301-63 & 301-64

Section 1

Administrative Overview

Applicants are encouraged to read each section of the Request for Proposals (RFP) thoroughly. While sections such as the administrative overview may appear similar among RFPs, State purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

I. Authority

This RFP is issued under the provisions of the Hawai'i Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview--Provides applicants with an overview of the procurement process.

Section 2, Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, POS Proposal Application--Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation--Describes how proposals will be evaluated by the State purchasing agency.

Section 5, Attachments --Provides applicants with information and forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

State of Hawai'i Department of Human Services
 Social Services Division
 Support Services Office
 Purchase of Services Unit
 810 Richards Street, Suite 501
 Honolulu, Hawai'i 96813
 Phone: (808) 586-5665; Fax: (808) 586-5606

IV. Procurement Timetable

Activity	Scheduled Date
Public notice announcing RFP	7/21/04
Distribution of RFP	7/21/04
RFP orientation session	7/27/04
Closing date for receipt of questions for written responses	8/2/04
State purchasing agency's response to applicants' questions	8/9/04
Discussions with applicant prior to proposal submittal deadline (optional)	As Needed
Proposal submittal deadline	8/27/04
Discussions with applicant after proposal submittal deadline (optional)	At DHS Option
Final revised proposals (optional)	As Needed
Provider selection (estimated)	9/20/04
Notice of statement of findings and decisions (estimated)	9/24/04
Contract start date	11/01/04

V. Orientation

An orientation for the RFP will be held on Tuesday, July 27, 2004, from 10:00 a.m. to Noon at:

City Center
 810 Richards Street, 4th Floor
 Conference Room 4
 Honolulu, Hawai'i 96813 Phone (808) 586-5665

Telephone participation is possible. Contact Laura Giddings at (808) 586-5672 to make arrangements.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted and spontaneous answers provided at the orientation at the State purchasing agency's discretion. Verbal answers provided at the orientation are only intended as general direction and may not represent the State purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions) in order to generate a written State purchasing agency response.

VI. Submission of Questions

Applicants may raise questions to the RFP contact person identified in Section 2 of this RFP until the deadline for receipt of proposals on August 27, 2004. The deadline for receipt of written questions which will generate a written response is 4:30 p.m. H.S.T. on August 2, 2004. All written questions received by that time will receive a written response from the State purchasing agency. Written questions may be delivered in person or by courier or mailed via the U.S. Postal Service to the contracting office in part III above and to the attention of the contact person specified in Section 2 of this RFP. The State purchasing agency will not guarantee a written response to questions submitted by fax or by e-mail. State purchasing agency's written responses to written applicant questions will be sent by August 9, 2004, by fax and/or by mail via the U.S. Postal Service.

VII. Submission of Proposals

Proposals must be delivered or mailed by the United States Postal Service to the address of the contracting agency specified in Item III above. Proposals must contain all components. Please refer to the Competitive POS Application Checklist (Section 5, Attachment A) for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the State purchasing agency. Proposals must contain the following components:

- (1) ***POS Proposal Application (Form SPO-H-200A), including Title Page (Form SPO-H-200) and Table of Contents*** - Applicant shall submit a comprehensive narrative that addresses all of the issues contained in the POS Proposal Application, including a cost proposal/budget if applicable. (Refer to Section 3 of this RFP.)
- (2) ***Competitive POS Application Check List*** – Provides applicants with information on where to obtain the required forms, information on program specific requirements, and the order in which all components should be assembled and submitted to the State purchasing agency.
- (3) ***Registration Form (SPO-H-100A)*** – If applicant is not pre-registered with the State Procurement Office (business status), this form must be submitted with the application. If applicant is unsure as to their pre-registration status, they check the State Procurement Office website at:
<http://www2.hawaii.gov/spoh/>
 Click on *Provider Lists*. . . *The Registered List of Private Providers for Use with the Competitive Method of Procurement*
 Or call the purchasing agency at (808) 586-5664 or the State Procurement Office at (808) 587-4706.
- (4) ***Tax Clearance Certificate (Form A-6)*** - An original **or** certified copy of a valid tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) **and** the Internal Revenue Service (IRS) shall be submitted with the

proposal by the due date and time. The two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearance shall be used for this purpose. The certificate shall be dated no earlier than six (6) months prior to the deadline for submittal of the RFP.

- (5) ***Certifications*** - Federal and/or State certifications, as applicable and as may be attached to Section 5 of this RFP.
- (6) ***Program Specific Requirements*** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the POS Proposal Application, as applicable.

Multiple or alternate proposals shall **not** be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

One original and 5 copies of the proposal are required. Proposals must be postmarked or hand delivered by the date and time designated on the Proposal Mail-In and Delivery Information Sheet attached to this RFP. Any proposal post-marked or received after the designated date and time shall be rejected. Submission of proposals by facsimile, e-mail, or computer diskettes will not be accepted.

VIII. Discussions with Applicants Prior to, or After Proposal Submittal Deadline

Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with the administrative rules.

IX. Additional Materials and Documentation

Upon request from the State purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposals.

X. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XI. Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the date and time specified by the State purchasing agency. Any final revised proposal post-marked or received after the designated date and time will be rejected. If a final revised proposal is not submitted, the previous submittal will be construed as their best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the POS Proposal*

Application Title Page (SPO-H-200). After final revised proposals are received, final evaluations will be conducted for an award.

XII. Cancellation of Request for Proposal

The request for proposal may be canceled, and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XIII. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XIV. Provider Participation in Planning

Provider participation in a State purchasing agency's efforts to plan for or to purchase health and human services prior to the State purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-203 and 3-143-618 of the Hawai'i Administrative Rules for Chapter 103F, HRS.

XV. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawai'i Administrative Rules for Chapter 103F, HRS are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith (Section 3-141-201).
- (2) Rejection for inadequate accounting system (Section 3-141-202).
- (3) Late proposals (Section 3-143-603).
- (4) Inadequate response to request for proposals (Section 3-143-609).
- (5) Proposal not responsive (Section 3-143-610 (1)).
- (6) Applicant not responsible (Section 3-143-610 (2)).

XVI. Opening of Proposals

Upon receipt of proposal by a State purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held in a secure place by the State purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

XVII. Notice of Award

A Notice of Award containing a statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

XVIII. Protests

Any applicant may file a protest against the awarding of the contract using a prescribed form provided by the administrator of the State Procurement Office available on the State Procurement Office Website whose address is on the Competitive POS Application Checklist located in the Attachments section of this RFP as long as 1) an original and two copies of the protest are served upon the head of the State purchasing agency that conducted the protested procurement, and 2) one copy is sent to the procurement officer who handled the protested procurement, by United States mail, or by hand-delivery. A Notice of Protest regarding an award of contract and related matters that arise in connection with a procurement made under a competitive purchase of services shall be served within five working days of the postmark of the notice of findings and decision sent to the protester. The Notice of Protest form, SPO-H-801, is available on the SPO website (see the POS Proposal Checklist in Section 5 of this RFP). Only the following matters may be protested:

- (1) a State purchasing agency's failure to follow procedures established by Chapter 103F of the Hawai'i Revised Statutes;
- (2) a State purchasing agency's failure to follow any rule established by Chapter 103F of the Hawai'i Revised Statutes; and
- (3) a State purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the State purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Lillian B. Koller, Esq.	Name: Amy Tsark
Title: Director	Title: Acting Social Services Division Administrator
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, HI 96809	Mailing Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, HI 96813	Business Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813

XIX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments to be made by the Director of Finance, State of Hawai'i, pursuant to Chapter 37, Hawai'i Revised Statutes, and subject to the availability of State and/or Federal funds.

XX. Criteria by Which the Performance of the Contract Will be Monitored and Evaluated

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website (see the POS Proposal Application Checklist in Section 5 of this RFP for the website address). Special conditions may also be imposed contractually by the State purchasing agency, as deemed necessary.

XXII. Cost Principles

In order to promote uniform purchasing practices among State purchasing agencies procuring health and human services under Chapter 103F, HRS, State purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see the POS Proposal Application Checklist in Section 5 of this RFP). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

RFP # HMS 301-63

NEIGHBORHOOD PLACE SERVICES

OAHU, MAUI, EHI, WHI.

Section 2

Service Specifications

I. Introduction

A. Background

The Department of Human Services, Social Services Division, Child Welfare Services Branch (Department) provides social and case management services to children and their biological, extended, foster, or adoptive families to ensure safe, nurturing, and permanent families for Hawaii's children.

B. Purpose or Need

The Department of Human Services is seeking proposals to provide voluntary services to redirect appropriate families from Child Welfare Services (CWS) to Neighborhood Place (NP) diversion services in support of the Department's mandate to protect children who have been harmed or threatened with harm by their families.

Statewide reports of child abuse/neglect have remained constant at approximately 7,000 reports during the last several fiscal years. We anticipate at least 7,000 reports of child harm in each year of the next biennium.

The Department's resources, in response to federal and state child welfare legislative changes, have been increasingly stretched to provide more services without increasing the necessary staffing and supporting resources. The amount and selection of services presently available internally, as well as in the service community, are not sufficient to meet the multiple service needs of our clients. Increased efforts are being made to develop and utilize departmental and community resources in more effective and efficient ways through purchase of service contracts, revised procedures and internal reorganization efforts.

Because of the heavy caseload, the Department is not able to provide services for every family reported for alleged child abuse or neglect or whose assessment indicate a child who has not been harmed and is not threatened with imminent harm after an assessment by the Department. Neighborhood Place services are being purchased to provide those families with a means to participate in voluntary services to resolve the issues that caused a report to be made to Child Welfare Services without further CWS intervention.

Problems within families such as substance abuse, unemployment, poverty, an absent parent, and lack of parenting skills negatively impact family members, especially children, and may result in family violence in the form of child abuse and neglect and the consequent breakup of the family unit. Services to be accomplished under this contract include the following:

- a. Providing assistance to needy families so that children may be cared for in their own homes (or in the homes of relatives); and
- b. Promoting the formation and maintenance of two-parent families through family strengthening initiatives.

These services provided in accordance with Public Law 104-93 as amended contribute to stronger family units both now and in the next generation. This in turn provides for a safe and healthy environment for Hawaii's youth and their families.

Concerning initiative (a) above, these services will be provided to current TANF recipients and/or TANF eligible families. Upon request PROVIDER will furnish the STATE with the names of families known to be TANF recipients and/or the names of members of the family unit and the income of the primary wage earner so that the STATE can ascertain TANF eligibility. The STATE will request that listing in order to determine the percentage of service recipients who are TANF eligible.

Concerning initiative (b) above, these services will be provided without regard to income or TANF eligibility.

Family strengthening activities provided through community-based neighborhood places may include but not be limited to direct services such as crisis intervention, informal counseling, early childhood education, assistance in obtaining needed resources, promotion of socialization skills, parenting groups, and parent-child interaction activities.

In addition to direct services it is critical to engage local communities and develop resources for families by assisting communities in assessing their capacities and needs for supporting families, providing workshops on the neighborhood place model, forming networks of resources for families in need, and supporting and expanding the neighborhood places throughout the STATE. In this regard it is expected that the PROVIDER will subcontract for community-based neighborhood place services in designated locations and that the local neighborhood places will work with local communities to develop resources for families.

Planning Activities (check all that apply):

X	Information from <u>fundors</u> (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;
	Information from <u>other state agencies</u> on services to the same target group;
X	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals;
X	Views of <u>PROVIDER organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose;
X	Information from POS monitoring and other <u>reports</u> for current contracts; and
X	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

C. Description of the goals of the service

The goals are comprised of three broad outcome domains in the continuum of child welfare services: safety, permanency, and child and family well-being. In administering and conducting the service activities, the safety of children to be served shall be of paramount concern. Service activities shall be based on the principles of family-centered, strengths/needs-based practice.

The guiding principles of family-centered based practice in the Child Welfare Services Branch are:

1. The safety of children is the paramount concern that must guide all child welfare services. Child safety must be the paramount concern when making service provision, placement, and permanency planning decisions.
2. Reasonable efforts to maintain and reunify families are important except when it is determined that the child's safety in the family cannot be assured due to certain aggravated circumstances, or after a period of 12 months of service activities, the Department shall move towards a permanent placement for the child. Thus, risk and safety assessment skills are important in maintaining the quality of child welfare services and decision-making.
3. Children should be helped to stay with their families, when safety can be assured, through the provision of timely, appropriate, quality, individualized service activities and supports that build on the strengths of children and families and are responsive to their needs.
4. Family crises provide opportunities to the families to address problems. When timely, high quality, and appropriate services are provided to families in crisis, family members, Child Welfare Services Branch staff, and Family Courts are able to make informed decisions about biological, foster, or adoptive parents' ability to protect and care for their children.
5. Service activities must be relevant and useful for the family, coordinated, and collaborative and provided in all designated geographic areas under the contract.
6. Service activities must be competent, culturally appropriate and responsive to the strengths, needs, values and preferences of the child and family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child. Service activities must provide clear and attainable goals and objectives for each participant.
7. Service activities must be individualized, addressing the unique capacities and needs of each child and family.

8. Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

D. Description of the target population to be served

The STATE is committed to a safe, healthy, and nurturing community that a) values all youth and their families as productive and contributing members and b) provides opportunities for actualization of their highest potential including the formation and maintenance of two-parent families as a cornerstone for safe, healthy, and nurturing communities. In this context the target group for neighborhood place services includes:

1. Families with children who are at risk of child abuse and neglect but are not known to child protective services (CPS) and are in need of services to support and strengthen the family.
2. Families assessed by CPS with unconfirmed findings of child abuse/neglect but who are in need of supportive services to prevent child abuse/neglect.
3. Families referred to CPS that have been assessed to be in need of supportive services but are not accepted for CPS investigation.
4. Families assessed and confirmed for child abuse/neglect by CPS but needing no more than 6 months of supportive services after the CPS case is closed.

E. Geographic coverage of service

Initially at the listed sites. Services may be expanded if additional resources become available. The following areas must be provided the full range of contracted services.

Oahu

- Central Oahu
- Waianae Coast

Maui

- Wailuku

Island of Hawaii

- East Hawaii-Puna
- West Hawaii-Kailua

F. Probable funding amounts, source, and period of availability

The contract(s) will be for one (1) year and eight (8) months with funding anticipated to be \$593,333.00 for FY 2005 and \$890,000.00 for FY 2006 with an option to extend annually for an additional three (3) years through FY 2009.

Additional funding may become available over the life of the contract, and sources of funding may change. Funding for any given year or for the contract as

a whole may increase up to 300% of the original amount without being considered a fundamental change according to section 3-149-303(d) of Hawaii Administrative Rules. Increases are subject to the availability of funds, program utilization, and satisfactory performance.

During the term of the contract the parties may be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

G. Performance-Based Framework

1. The PROVIDER shall design, implement, and refine programs for children and families based on research or evaluation that provides evidence that the programs used can establish and strengthen protective factors whereby children can be cared for in their own homes or the homes of relatives and/or otherwise preventing child abuse and neglect or the recurrence of such harm.
2. Performance Measures: See Form A – People to be Served, Form B – Service Activities, and Form C – Outcomes below. For partially funded neighborhood places, the numbers on Forms A and B shall be prorated based on the ratio of partial funding to full funding.

II. General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. The applicant shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1/98), which can be found at the State Procurement Office website specified on page 3-1 of Section 3 of this RFP.
2. The applicants shall, in a proper and satisfactory manner as determined by the STATE, perform all work described in this Scope of Services in strict accordance with the terms and conditions of this Agreement pursuant to the Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33; and Catalogue of Federal Domestic Assistance (C.F.D.A.) #93.558, Temporary Assistance to Needy Families (TANF).

3. The PROVIDER must assure that the delivery of services is consistent with the Departmental goals listed below:
 - a. Safety:
 - i. Decrease the number and rate of reported and confirmed child abuse/neglect incidences for the families served by the program.
 - ii. Decrease the number and rate of reported and confirmed child abuse/neglect incidences of reabuse for the families served by the program.
 - iii. Increase the number of children who are referred to CWS who are safely maintained in their homes (or in the homes of relatives).
 - b. Permanency:
 - i. Promotion of the formation and maintenance of two parent families through family strengthening initiatives and activities.
 - ii. Prevent the requirement for CWS intervention with the families referred or self referred to the program.
4. The PROVIDER must provide focused prevention, problem-solving counseling and paraprofessional service activities when referred by the Department's staff.
5. The PROVIDER must provide service activities in concurrence with the Department's statutory mandate under 45 CFR 1340; Hawaii Revised Statutes Chapters 346, 350, and 587; and Hawaii Administrative Rules and Departmental procedures. The PROVIDER must provide services in concurrence with the philosophy and treatment goals related to the safety of children and the family's ability to be protective of the child.
6. The PROVIDER, and the client, must develop an individualized program plan that addresses the safety concerns in the family and provides each family clear goals and objectives and ongoing feedback and progress reports consistent with the goals and objectives resolving the safety issues that pose a risk to the child in the home. The PROVIDER must assure that the family understands the goals and objectives and is capable of accomplishing the goals and objectives in the service plan.
7. The PROVIDER must ensure that service delivery and short and long term goals for the individuals and families served address the four competency areas listed below, depending on the strengths and needs of the families:
 - a. The parents/caregivers ability to protect the child/ren.
 - b. The parents/caregivers ability to meet the needs of the child/ren.
 - c. The parents/caregivers ability to problem-solve.
 - d. The parents/caregiver's ability to maintain the safety of the child/ren.

8. The applicant must provide reasonable accommodations to assure the applicant's capacity to deliver services to those clients with minimal English speaking abilities or physical limitations.
9. The PROVIDER must provide services on a consistent basis to families referred by CWS. Services should be provided within a reasonable time to children and families. Services must be available on weekends and evenings to accommodate families' work hours.
10. The PROVIDER must make available each service activity specified in each client's individualized program plan in the designated geographical area to the full extent of the proposed and contracted program resources and funding. Service activities for this contract include assessment, individualized program planning, child-related skills building activities, parental life skills, support activities, and referral activities, and childcare while clients receive services. Clients may be referred to some or all of the service activities listed.
11. The PROVIDER must assure and be responsible for the provision of service activities throughout the geographical area. Recruitment of staff from the specific geographic area is preferred.
12. The PROVIDER must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.
13. The PROVIDER must ensure smooth transitions between service activities for families under the contract or when the contract ends.
14. The PROVIDER must connect, coordinate and collaborate with CWS and other Department resources provided within the community as well as other sources of support for the families served.
15. The PROVIDER must provide timely and accurate case documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities to the Department's staff. The documentation must include case status reports, case discharge reports, and other documentation.
16. The PROVIDER must assure that all staff meets the minimum educational requirements as required by the Department.
17. The PROVIDER must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes.
18. The PROVIDER shall conduct criminal history, and CPS central registry

checks and shall ensure that no employee has a record of criminal convictions or CPS involvement that would pose a risk to children or families.

19. The PROVIDER shall report any suspected child abuse and/or neglect in accordance with Chapter 350, Hawaii Revised Statutes.

B. Secondary purchaser participation

No secondary purchases are planned. However, after-the-fact secondary purchases may be allowed upon approval of the Department and pursuant to §3-143-608 HAR.

C. Multiple or alternate proposals

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards: Not Applicable.

E. Single or multi-term contracts to be awarded

(Refer to §3-149-302, HAR)

☐ Single term (< 2 yrs) ☒ Multi-term (> 2 yrs.)

The contract will begin on November 1, 2004, and end on June 30, 2006, with an option to extend the contract annually for a maximum of three (3) additional years through FY 2009 subject to the availability of funding as well as acceptable utilization and satisfactory performance.

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the winning PROVIDER or PROVIDERS. Questions will be accepted if submitted to the RFP contact person and received on or before the day and time specified in Section 1, Item IV (Procurement Timetable) of this RFP.

Laura Giddings, Program Specialist
Purchase of Services Unit
Social Services Division
Department of Human Services
810 Richards Street, Suite 501
Honolulu, Hawaii 96813
Phone: 586-5672

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

In a comprehensive manner using the neighborhood place model, the applicant shall conduct family strengthening activities for at-risk youth and families in each geographic area served. These activities are intended to promote the formation, maintenance, strengthening and/or re-unification of the family unit, and specifically address the areas of family and social communication, inter-personal relationships, anger management, problem identification and solving, parenting skills, and social and community responsibility. The PROVIDER shall ensure the allocation of resources for the following core service activities:

1. Intake and assessment of risk, needs, strengths, and competencies on all families referred or self-referred to the neighborhood place.
2. Information and referral to connect youth and families to existing resources and services. (It is not sufficient to provide the information to the families, the PROVIDER must also know the resources, both public and private that are available to the families and be willing and able to facilitate the families access and participation with those services. Assistance may be accomplished by assisting families with completing applications, going with them to appointments, advocating for the families with other PROVIDERs and other “hands on” activities that will assist the families to access and participate in services and obtain other benefits.)
3. Development of an individualized program plan (IPP) for families participating in the program that will meet the families’ needs and ameliorate the risk of child abuse and neglect. The IPP will identify goals, measurable objectives, milestones or timelines, and specific services to be provided. The IPP shall be mutually agreed to and signed by the client and the PROVIDER’S neighborhood place staff, and, as applicable, it shall be updated quarterly.
4. Case management for CPS diversion and prevention families in accordance with their IPPs including the arrangement of necessary services and monitoring progress.
5. An array of services to prevent child abuse and neglect and divert families from the CPS system that shall include:
 - a. Crisis intervention;
 - b. Informal counseling including but not limited to relationship counseling and anger management;
 - c. Advocacy;
 - d. Education about early childhood development;
 - e. Socialization activities;
 - f. Parenting groups; and
 - g. Parent-child interaction activities.
6. Follow-up contact with families six (6) months after case closure to determine

whether these families have remained safe and healthy and whether they are in need of additional neighborhood place services or the more formal CPS services.

7. Referral to CPS of any family a) that is deemed too high risk for abuse or neglect to receive neighborhood place services or b) that has an incident of abuse or neglect during program involvement or c) after referral to the program has declined to participate or discontinues services and there continues to be safety concerns.
8. Dissemination of information regarding the neighborhood place program and other resources available to strengthen families by means of workshops, trainings, and participation in community activities.

B. Management Requirements (Minimum and/or mandatory requirements)

1. Personnel

- a. Staff should have the educational qualifications and necessary training to provide the activities requested.
- b. When disagreement between the PROVIDER staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department of Human Services shall prevail. Failure on the part of the PROVIDER to comply shall be deemed cause for corrective action and subject to contractual remedies.
- c. Child related skills and parental life skills and support require staff with bachelor's degree from an accredited institution or equivalent training and experience approved by the Department. Individuals must have had relevant training and experience in working with families who abused or neglected their children.
- d. Counseling activities require staff with bachelor's degree in social work or related field from an accredited institution. The department may grant a waiver for individuals who can document relevant training and/or experience in working with families who abused or neglected their children.

2. Administrative

The PROVIDER shall sign the Administrative Assurances found in Section 5 of the RFP.

3. Quality assurance and evaluation specifications

This Agreement shall be programmatically and fiscally monitored by the STATE in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. The STATE shall:

- a. Review program services and reports, including but not limited to quarterly reports and other documents requested by the STATE, and issues applicable to the services provided.

- b. Review invoices and, if applicable, review, amend, and approve budgets, budget revisions, and expenditure reports, as the STATE deems appropriate.
- c. Review major program service areas, such as staff qualification, organization, and effectiveness; outcomes planning, implementation, and evaluation; collaboration efforts; file maintenance and record keeping; facility accessibility, suitability, and safety; transportation and other liability issues; and consumer satisfaction.
- d. Conduct periodic site visits.
- e. The PROVIDER must maintain throughout the term of the contract a system of self-appraisal and program evaluation for evaluating the effectiveness of the activities provided. The evaluation process must include tools or instruments to be used to identify client indicators of change, which are relevant to client outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.

4. Outcome and performance measurements

- a. Safety
 - i. Decrease the number and rate of reported and confirmed child abuse/neglect incidences.
 - ii. Decrease the number and rate of reported and confirmed child abuse/neglect incidences.

5. Reporting requirements for program and fiscal data

A. Required Program Reports:

Quarterly and year end reports in a format specified by the Department in which the PROVIDER summarizes major activities undertaken during the report period. Data to be reported includes the number of service units provided, the number of persons serviced, accomplishments of program, outcomes and objectives, problems encountered, recommendations, and proposed future activities.

B. Required Fiscal Reports:

- 1. PROVIDERs will submit invoices in the format provided by the Department.
- 2. Quarterly and year end reports listing total expenditures of contract funds, contract revenues received, collections and expenditures from program income and/or other sources of funding.

C. Penalties for Late Reporting:

Unless otherwise specified in the contract, quarterly program reports are due 30 days after the end of the quarter. Payment may be reduced by 15% when reports are not submitted within 60 days after the end of the quarter. If quarterly reports are not submitted within 90 days of the end of the quarter, the PROVIDER will lapse the funding for the quarter for which no reports have been received. The PROVIDER will still be required to maintain the capacity to provide the contracted level of services in spite of the reduced funding.

6. Pricing methodology to be used

The pricing methodology for this service is as checked below. The pricing methodology may be revised by mutual agreement throughout the term of the contract.

 X Cost reimbursement where the State pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.

 Fixed rate where the State pays the contractor a set rate for a defined unit of service up to a stated maximum contract amount. The State and the contractor agree on the number of units of service to be delivered for the state contract amount.

 Negotiated rate where the State defines a unit of service and may predetermine the total number of units to be delivered or the maximum amount of funding available for the contract. The State then negotiates with the contractor the rate to be paid for each unit delivered.

7. Units of service and unit rate

The unit rate is a professional staff hour and shall be commensurate with the educational level of the PROVIDER of the activity. A professional staff hour is one hour of service credited at \$50.40 requiring a bachelor's degree. The following education levels will be credited as follows:

- Master's degree is credited at 1.19 units of service or \$60.00 per hour.
- Bachelor's degree is credited at 1.00 unit of service or \$50.40 per hour.
- High school graduate or paraprofessional is credited at .62 units of service or \$31.20 per hour.

The PROVIDER shall claim units of service according to the educational background of the PROVIDER, rather than the service provided, provided that the family is in need of the service.

A unit of service is equivalent to one (1) professional staff hour as defined above. Included are direct service time provided to clients (including wait time

up to 15 minutes for failed home visits) and collateral contacts which may include but not necessarily be limited to attendance at case conferences, CWS meetings, multidisciplinary team conferences, and court hearings. Travel time related to direct client contact shall be considered a service activity only for the time spent traveling from the designated and approved PROVIDER office to the client. Supervisory consultation, report writing, failed office visits, and travel time to and from workshops, conferences, meetings, and staff home not designated and approved as PROVIDER office, or other travel not related to direct client contact are not considered units of services. These are considered administrative functions.

8. If program utilization is low, program funds may be reallocated.

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: Neighborhood Place Services

SITE(S): Each Fully Funded Neighborhood Place

PEOPLE TO BE SERVED	Per 12 month period
1. # of families assessed and provided neighborhood place (NP) services to divert them from the DHS child protective services (CPS) system.	50
2. # of families assessed and provided NP diversion services upon CPS case closure where the NP services are expected to last 6 months or less (subset of #1).	10
3. # of families assessed and provided NP services to prevent child abuse and neglect.	25
4. # of families provided information and referral services only.	150

FORM B – SERVICE ACTIVITIES

ORGANIZATION: _____

PROGRAM/SERVICE: Neighborhood Place Services

SITE(S): Each Fully Funded Neighborhood Place

SERVICE ACTIVITIES	Per 12 month period
1. # of <u>assessments</u> completed within 30 days of intake that address the strengths, competencies, needs, and risks of families and youths. (Prevention and Diversion families)	75
2. # of <u>individualized program plans</u> developed with and agreed to by families within 30 days of intake that identify goals, measurable objectives, milestones or timelines, and specific service activities to be provided.	50
3. # of workshops/trainings for families or professionals to increase the knowledge of child abuse and neglect dynamics.	5
4. # of community activities in which the NP participates to disseminate information to families or professionals about NP services and other community resources.	5

FORM C - OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Neighborhood Place Services

SITE(S): Each Fully Funded Neighborhood Place

OUTCOMES		Per 12 month period
DIVERSION FAMILIES:		
1.	% of diversion families that complete the measurable objectives in their IPPs.	80%
2.	% of diversion families not confirmed for child abuse or neglect while in the program.	95%
3.	% of diversion families not confirmed for child abuse or neglect within 6 months of NP case closure.	90%
PREVENTION FAMILIES:		
4.	% of prevention families not confirmed for child abuse or neglect while in the program.	95%
5.	% of prevention families not confirmed for child abuse or neglect within 6 months of NP case closure.	90%

WORK PLAN FORMAT

INSTRUCTIONS

The Work Plan format is a comprehensive guide to services provided in this program. It should describe not only what services will be offered but how those services will be provided.

In the following table complete columns B, C, and D where blank. Column B should detail how the requirements in column A will be met. If specific tasks have already been indicated in column B, provide additional information to fully describe how these tasks will be accomplished. The title or position of responsible staff in column C must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. **For direct services staff specified in column C, indicate backup staff to cover for the primary staff person responsible.** Column D pertains to the time line or schedule for completing specific service activities or tasks. It does not pertain to when policies and procedures will be developed or implemented.

As applicable, service activities must be provided in a manner that is consistent with the following principles of family-centered practice:

- Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
- Service activities must be culturally competent and appropriate and responsive to the strengths, needs, values and preferences of the child and family. They must be delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties.
- Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child.
- Service activities must provide clear and attainable goals and objectives for each participant.
- Service activities must be individualized, addressing the unique capacities and needs of each child and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

Refer to parts II and III of Section 2, Service Specifications, of the RFP for further information and guidance on specific service activities and tasks.

NOTE: A narrative format may be used instead of the table format below as long as specific tasks, responsible staff, and time line or schedule are addressed for each service activity and program requirement in column A.

Upon request, the table format below will be e-mailed to applicants. Contact the RFP contact person specified in Section 2, part II.F of the RFP.

WORK PLAN FORMAT

Service: Neighborhood Places RFP #: HMS 301-63

Agency: _____

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>1. Contract specific policies and procedures for <u>admission</u> and <u>discharge</u> including:</p> <ul style="list-style-type: none"> • Referral; • Intake, & service initiation (cf. RFP Section 2, I.D.) • Waiting lists or turn-away policies; • Discharge criteria & process. 			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
<p>2. <u>Grievance</u> procedures & <u>dispute resolution</u> for both clients & DHS staff when disagreements arise about actions or decisions of the provider.</p> <p>(cf. RFP Section 2, III.B.1.b. for DHS disputes)</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
3. <u>Evaluate client progress with credible and tested measurement tools.</u> (cf. RFP Section 2, II.B.17. & RFP Section 2, III.B.3.e.)			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
4. <u>Assessment of risk, needs, strengths, and competencies on all families referred.</u> (cf. RFP Section 2, III.A.1.)			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
5. <u>Information and Referral</u> to connect children and families to existing resources and services. (cf. RFP Section 2, III.A.2.)			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
6. <u>Development of an individualized program plan. (IPP).</u> (cf. RFP Section 2, III.A.3.)			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
7. <u>Case management.</u> (cf. RFP Section 2, III.4.)			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>8. <u>Array of Services to prevent child abuse and neglect and divert families from CPS system:</u></p> <ul style="list-style-type: none"> a. Crisis intervention b. Informal counseling c. Advocacy d. Education about early childhood development e. Socialization activities; f. Parenting groups g. Parent-child interaction activities <p>(cf. RFP Section 2, III.A.5.)</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
9. <u>Follow-up contact with families after case closure.</u> (cf. RFP Section 2, III.A.6.)			

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
10. <u>Referral to CPS</u> (cf. RFP Section 2, III.7.)			

<p>A</p> <p>SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p>B</p> <p>SPECIFIC TASKS</p>	<p>C</p> <p>TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p>D</p> <p>TIME LINE/ SCHEDULE</p>
<p>11. <u>Dissemination of information regarding the neighborhood place program</u> and other resources to strengthen families by means of workshops, trainings, and participation in community activities.</p> <p>(cf. RFP Section 2, III.8.)</p>			

Section 3

POS Proposal

Application

RFP HMS #s: 301-63 & 301-64

Section 3

POS Proposal Application

General Instructions for Completing Applications:

- *POS Proposal Applications shall be submitted to the State purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Applicants must also include a Table of Contents with the POS Proposal Application. A sample format is reflected in Section 5 of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal.*
- *Budget forms and the State's Cost Principles can be accessed at the State Procurement Office's website for health and human services (<http://www2.hawaii.gov/spoh/>). Click on "Forms" and then "The Procurement Manual . . . for Private Providers" and look under the heading of "Forms".*

The POS Proposal Application comprises the following sections:

- *Title Page (Form SPOH 200)*
- *Table of Contents*
- *Experience*
- *Organization*
- *Facilities*
- *Service Delivery (Work Plan)*
- *Staff Qualifications*
- *Forms A, B, and C*
- *Accounting System*
- *Financial*
- *Litigation*
- *Administrative Assurances*

I. Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of the service.

This will document that the contract(s) are pertinent to the service activities detailed in this RFP.

II. Organization

The applicant shall provide:

1. An organization-wide chart showing where the proposed program fits within the applicant agency.
2. An organizational chart of the proposed program (a Program Organizational Chart) that reflects:
 - a. Each position budgeted to the program including:
 - i. Title from the position description,
 - ii. Qualification level (e.g., paraprofessional, bachelor's, master's), and
 - iii. Full time equivalency (FTE);
 - b. In each geographic area; and
 - c. The lines of authority/supervision.

NOTE: There must be agreement among the Program Organizational Chart, the position descriptions, and the budget forms if applicable as to position titles and full time equivalents.

3. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.

III. Facilities

The applicant shall provide a description of its facilities and demonstrate their adequacy in relation to the proposed services which includes:

- a. Existing or planned office facilities and location(s); and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

IV. Service Delivery (Work Plan)

The applicant shall address all of the items of the Work Plan attached to Section 2, Service Specifications, of this RFP according to the instructions attached to that Work Plan.

V. Staff Qualifications

1. The applicant shall provide position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and
2. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.

NOTE: These shall be official agency position descriptions that shall be used in hiring staff for this program. Narrative summaries or resumes cannot substitute for these position descriptions.

VI. Forms A, B, and C

The applicant must fill in numbers and percentages where items are blank on Form A- People to be Served, Form B-Services, and Form C-Outcomes. Shaded items do not need to be filled in. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

VII. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, applicants shall submit with their proposals a copy of their most recent financial audit including any management letter that accompanied that audit.

VIII. Financial

1. Applicants must submit the following budget forms (available from the State Procurement Office; see the General Instructions on page 3-1 above):

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services - Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

2. Applicants must provide a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).

3. If costs are shared with other programs within the agency, then the applicant must provide a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the State's Cost Principles for Chapter 103F, HRS. The Cost Principles are available from the State Procurement Office (cf. General Instructions on page 3-1 above). Please note that the Cost Principles do not allow line items for indirect costs unless the applicant has a federally approved indirect cost rate. Also be advised for budgeting purposes that there will be insurance requirements and auditing requirements under this contract. See the Insurance Requirements and Special Conditions of the Contract (items 8 and 9) in Section 5 of this RFP for details.

Note: AWARDEES ONLY may be asked to submit additional budget forms at a later date as part of the contracting process including, but not necessarily limited to:

SPO-H-205A:	Organization-Wide Budget by Source of Funds
SPO-H-205B:	Organization-Wide Budget by Programs
SPO-H-206G:	Depreciation (as applicable)

IX. Litigation

The applicant shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgement. If applicable, please explain.

X. Administrative Assurances

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5, Attachment H, of this RFP.

Section 4

Proposal Evaluation

RFP HMS #s: 301-63 & 301-64

Section 4

Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The Procurement Officer, or an evaluation committee of designated reviewers selected by the head of the State purchasing agency or its Procurement Officer, shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, or program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Mandatory Proposal Requirements
- Phase 2 - Evaluation of POS Proposal Application
- Phase 3 - Recommendation for Award

A. Evaluation Categories and Points

Evaluation Categories	Possible Points
Phase I: Mandatory Proposal Requirements: (These must be submitted or addressed)	Pass or Rejected
• Application Checklist	
• Registration (Form SPO-H-100A if not pre-registered with the State Procurement Office)	
• Tax Clearance Certificate	
• Required Licenses (if applicable)	
• POS Application Title Page	
• Table of Contents	
• Litigation Disclosure (for review & determination)	
• Administrative Assurances	
• All of the categories in Phase II below must be addressed	

Evaluation Categories	Possible Points
Phase II: POS Proposal Application:	
1. Experience	9
2. Organization	9
3. Facilities	8
4. Service Delivery (Work Plan)	42
5. Staff Qualifications	8
6. Forms A, B, and C	9
7. Accounting System	6
8. Financial	9
TOTAL POSSIBLE POINTS	100

III. Evaluation Criteria

A. Phase 1 - Evaluation of Mandatory Proposal Requirements

In order to pass this phase, all of the items listed under Phase I: Mandatory Proposal Requirements in the table above must be submitted or addressed. Otherwise the proposal may be rejected. See the Application Checklist in Section V of this RFP for directions on where to find the required forms.

B. Phase 2 - Evaluation of POS Proposal Application

NOTE: Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 0 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

1. Experience (Maximum = 9 Points; Satisfactory = 5.4 Points)

The proposal includes a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. Where contracts are listed, the following information has been provided:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of the service.

2. Organization (Maximum = 9 Points; Satisfactory = 5.4 Points)

The proposal includes all of the following:

- a. An organization-wide chart showing where the proposed program fits within the applicant agency.
- b. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
 - 1) each position budgeted to the program including:
 - i. title from the position description,
 - ii. qualification level (e.g., paraprofessional, bachelor's, master's), and
 - iii. full time equivalency;
 - 2) in each geographic area; and
 - 3) the lines of authority/supervision.

Furthermore, there must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

- c. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.

3. Facilities (Maximum = 8 Points; Satisfactory = 4.8 Points)

The proposal describes all of the following:

- a. Existing or planned office facilities and location; and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

4. Service Delivery-Work Plan (Maximum = 42 Pts; Satisfactory = 25.2 Pts)

The applicant has completed all of the items of the Work Plan attached to Section 2, Service Specifications, of this RFP according to the instructions attached to that Work Plan.

5. Staff Qualifications (Maximum =8 Points; Satisfactory = 4.8 Points)

- a. The proposal includes position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and
- b. The position descriptions for direct service staff reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.

These are official agency position descriptions that shall be used in hiring staff for this program.

6. Forms A, B, and C (Maximum = 9 Points; Satisfactory = 5.4 Points)

The proposal includes numbers and percentages for all items on Form A- People to be Served, Form B-Services, and Form C-Outcomes. These forms are included in Section 2, Service Specifications, of this RFP. The review panel may compare Forms A, B, and C from competing proposals and give higher scores to the more advantageous proposals. Where the applicant gives different or additional numbers than those provided by DHS, a justification is provided.

7. Accounting System (Maximum = 6 Points; Satisfactory = 3.6 Points)

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the applicant has submitted with their proposal a copy of their most recent financial audit including any management letter that accompanied that audit.

8. Financial (Maximum = 9 Points; Satisfactory = 5.4 Points)

- a. Applicants has submitted the following budget forms as applicable:

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services - Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

- b. The applicant has provided a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).

- c. If costs are shared with other programs within the agency, then the applicant has provided a description of its cost allocation methodology. Any cost allocation is in accord with the Method of Allocation described in the State's Cost Principles for Chapter 103F, HRS. Indirect costs listed are supported by a federally approved indirect cost rate.

C. Phase 3 – Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant. Attached to the notice or under separate cover will be a statement of recommendations which must be addressed before the Department will execute a contract.

Section 5 Attachments

RFP HMS #s: 301-63 & 301-64

Section 5

Attachments

ATTACHMENT

DOCUMENT

A	Competitive POS Application Checklist
B	POS Proposal Application - Sample Table of Contents
C	Title Page (SPO-H-200)
D	Insurance Requirements (excerpts from contract)
E	Criminal Conviction Record Check Standards; and Protective Services Central Registry Check Standards
F	General Conditions of the Contract
G	Special Conditions of the Contract
H	Administrative Assurances
I	FY03 Year End Quarterly Activity Reports

ATTACHMENT A

COMPETITIVE POS APPLICATION CHECKLIST

Competitive POS Application Checklist

Applicant: _____ RFP No: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be checked off, signed, dated and returned to the State purchasing agency as part of the Proposal Application. SPO-H budget forms are located on the State Procurement Office (SPO) website at <http://www2.hawaii.gov/spoh/>. Click on *Forms* and then on *Procurement Forms & Instructions for Private Providers/Applicants*.

Item	Reference in RFP	Format/ Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
1. POS Proposal Application Title Page (SPO-H-200)	Sections 1 & 4 of RFP	SPO Website; Section 5 of RFP	X	
2. Competitive POS Application Checklist	Sections 1 & 4 of RFP	Sections 1, 4, & 5 of RFP	X	
3. Table of Contents	Secs 1 & 3 of RFP	Section 5 of RFP	X	
4. POS Proposal Application (SPO-H-200A)	Section 1 of RFP	Section 3, RFP	X	
5. Registration Form (SPO-H-100A)	Sections 1 & 4 of RFP	SPO Website	(Required if not Pre-Registered)	
6. Tax Clearance Certificate (Form A-6)	Sections 1 & 4 of RFP	SPO Website	X	
7. Cost Proposal (Budget)	NOTE: The following budget forms are required when Section 2 of the RFP indicates the pricing structure is COST REIMBURSEMENT.			
SPO-H-205	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206A	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206B	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206C	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206E	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206F	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206H	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206I	Secs 3 & 4 of RFP	SPO Website	X	
Program Specific Requirements:				
None Specified				

AUTHORIZED SIGNATURE

DATE

TITLE

ATTACHMENT B

POS PROPOSAL APPLICATION

SAMPLE TABLE OF CONTENTS

SERVICE: _____

POS Proposal Application

Sample Table of Contents

TITLE PAGE

CHECKLIST

TABLE OF CONTENTS

POS PROPOSAL APPLICATION (SPO-H-200A):

1. Experience.....	1
2. Organization.....	3
3. Facilities.....	6
4. Service Delivery (Work Plan).....	7
5. Staff Qualifications.....	11
6. Forms A, B, and C.....	13
7. Financial.....	16

REGISTRATION FORM (SPO-H-100A) – If not pre-registered

LITIGATION STATEMENT

ADMINISTRATIVE ASSURANCES

TAX CLEARANCE

ATTACHMENTS

- A. Audit
- B. Position Descriptions

ATTACHMENT C

TITLE PAGE (SPO-H-200)

STATE PROCUREMENT OFFICE

POS PROPOSAL APPLICATION TITLE PAGE

STATE AGENCY ISSUING RFP: DEPT. OF HUMAN SERVICES, SOCIAL SERVICES DIVISION

RESPONSE TO RFP#: _____

RFP TITLE: _____

Check one:

☐ INITIAL POS PROPOSAL APPLICATION☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS _____ - _____ ONLY)**1. APPLICANT INFORMATION:**

LEGAL NAME: _____

DBA: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

NAME _____

Title _____

Phone # _____

Fax # _____

e-mail _____

3. TYPE OF BUSINESS ENTITY:

- ☐ NON PROFIT CORPORATION
☐ FOR PROFIT CORPORATION
☐ LIMITED LIABILITY COMPANY
☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP

4. FEDERAL TAX ID #: _____**5. STATE TAX ID #:** _____**6. SSN (IF AN INDIVIDUAL):** _____**7. DESCRIPTIVE TITLE OF APPLICANT'S PROGRAM:****8. TARGET GROUP:****9. GEOGRAPHIC AREA(S) APPLICANT IS ABLE TO SERVE:**

- ☐ EAST HAWAI'I ☐ KAUAI
☐ WEST HAWAI'I ☐ LEEWARD O'AHU
☐ MAUI ☐ CENTRAL O'AHU
☐ MOLOKA'I ☐ WINDWARD O'AHU
☐ LANA'I ☐ HONOLULU

FOR MULTIPLE AREAS CHECKED ABOVE:

- ☒ WILL SERVE ALL CHECKED AREAS ONLY.
☐ WILL CONSIDER SERVING SOME CHECKED AREAS IF OFFERED.

10. GENERAL POPULATION(S) APPLICANT IS ABLE TO SERVE:

- ☐ INFANTS AND TODDLERS: 0-3 YEARS OF AGE
☐ CHILDREN 3-5 YEARS OF AGE
☐ CHILDREN: 5-10 YEARS OF AGE
☐ ADOLESCENTS: 10-18 YEARS OF AGE
☐ ADOLESCENTS & ADULTS: 18-21 YEARS OF AGE
☐ ADULTS: 21-59+ YEARS OF AGE
☐ ELDERS: 60+ YEARS OF AGE
☐ FAMILIES

11. FUNDING REQUEST:

FISCAL YEAR 2005: \$

FISCAL YEAR 2006: \$

12. LICENSING AND BUSINESS STATUS QUALIFICATION:

- ☐ APPLICANT IS PREREGISTERED.
☐ APPLICANT IS NOT PREREGISTERED-FORM SPO-H-100A AND
 REQUIRED DOCUMENTATION IS ATTACHED.

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

AUTHORIZED SIGNATURE_____
NAME & TITLE_____
DATE SIGNED

ATTACHMENT D

INSURANCE REQUIREMENTS

(EXCERPTS FROM CONTRACT)

CONTRACT EXCERPTS

POS INSURANCE REQUIREMENTS

4/23/04

Unless otherwise indicated, the following insurance coverages are contractually required by DHS of its POS Providers:

1. **GENERAL LIABILITY INSURANCE**

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or such lesser amount requested in writing by the PROVIDER, and, for good cause shown, approved by the head of the purchasing agency, which approval, of any, is incorporated herein by reference, for bodily injury and property damage liability arising out to each occurrence. The Liability Insurance shall provide that is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER'S performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

2. **AUTOMOBILE LIABILITY INSURANCE**

Automobile liability insurance as applicable for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER'S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER'S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

As applicable for professional staff, errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

ATTACHMENT E

**CRIMINAL CONVICTION RECORD CHECK
STANDARDS**

**PROTECTIVE SERVICES CENTRAL REGISTRY
STANDARDS**

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL CONVICTION RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Service Branch (CWSB) clients, criminal conviction information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Hawaii Criminal Justice Data Center's (HCJDC) criminal history record system for a criminal conviction record check shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal conviction record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days;
2. In a direct service provider position when these standards become effective. The criminal conviction record check shall be completed within six (6) months of the effective date of these standards.

B. Individuals shall have a criminal conviction record check upon initial hire or implementation of these standards and a second criminal conviction record check twelve months later. Thereafter, criminal conviction record checks shall be conducted every other year.

C. The responsibility for conducting a criminal conviction record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider. The criminal conviction record checks shall be conducted through the Hawaii Criminal Justice Data Center, as follows:

1. Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

The Oahu office, for a fee, will process mailed-in requests for criminal conviction records checks.

2. Neighbor Islands: County police stations where HCJDC computer terminals are available. Molokai and Lanai are covered through the main police station on Maui.

- D. A printed report of each criminal conviction record check is required. A copy of each criminal conviction record check report shall be accompanied by a signed statement of authenticity that the criminal conviction record report is a true and unaltered copy. Copies of the criminal conviction record check report and statement of authenticity shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A printed criminal conviction record check report, dated no more than six (6) months before the date an initial criminal conviction record check is required may be accepted instead of a new criminal conviction record check being performed.
- F. The Department shall not be directly responsible for any cost related to the criminal conviction record check. Funds received through a Purchase of Service contract with the Department for administrative costs may be used to meet the cost for criminal conviction record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal conviction record check reports shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when a prospective or current direct service provider has a criminal conviction as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal conviction record check; and
- B. The crime for which there is a conviction shall have a rational relationship to a direct service provider's position. Rational relationship means the crime for which there is a conviction is substantially related to the qualifications, duties and responsibilities of a direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.
- C. Exemptions from the requirements of sections III. A. and B. may be approved by ACCSB/CWSB.
 - 1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check Standards), or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current criminal conviction record check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
 - 2. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB-Program Development Administrator, relevant ACCSB/CWSB Assistant

Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.

3. The panel shall consider the following:
 - a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
 4. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 5. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives form DHS 1673, Request for Exemption (From Criminal Conviction Record Check Standards), or similar form. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 6. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Service Division Administrator.
- D. ACCSB/CWSB clients may choose not to do criminal conviction record checks on individuals they hire on their own. Clients who choose not to have criminal conviction record checks shall complete form DHS 1672, Consumer-employer Choice Regarding Criminal Conviction Records Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Services Branch (CWSB) clients, Protective Services Central Registry information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for ACCSB clients. The CWS Central Registry shall be checked for individuals serving as direct service providers for CWSB clients. Both Registries shall be checked for individuals serving as direct service providers for both ACCSB and CWSB clients, and for ACCSB clients who are minor children.

These Protective Services Central Registry Check Standards do not apply to direct service providers who must meet the licensing standards as specified in the Child-Caring Institution and/or Child-Placing Organization administrative rules.

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 - 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to

become a direct service provider. The individual shall sign and date the DHS 1507, Consent to Release Information From the Protective Services Central Registry, and mail the completed form to the Department of Human Services.

The release of information by the Department of Human Services shall be limited to the following:

APS CENTRAL REGISTRY CHECK

1. Notification of whether the individual requesting the information is known to the Department of Human Services to have caused the abuse of a dependent adult; and
2. Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

1. Date of CONFIRMED incident(s) of child abuse or neglect; and
2. Type of abuse for each incident.

- D. The following offices shall conduct the Protective Services Central Registry check upon receipt of the DHS 1507 as specified in section II-C:

APS CENTRAL REGISTRY CHECKS

1. Oahu: Adult Intake Unit
Adult and Community Care Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: Adult and Community Care Services Section
224 Haili Street
Hilo, Hawaii 96720
3. West Hawaii: Adult and Community Care Services Section
75-5995 Kuakini Highway, #433
Kailua-Kona, Hawaii 96740
4. Kauai: Adult and Community Care Services Section
4370 Kukui Grove Street, Suite 205
Lihue, Hawaii 96766
5. Maui: Adult and Community Care Services Section
1773-B Wili Pa Loop
Wailuku, Hawaii 96793-1250

The Maui Section shall conduct APS Central Registry checks for the islands of Maui, Molokai, and Lanai.

CWS CENTRAL REGISTRY CHECKS

1. Oahu: Child Welfare Services Intake Unit
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: East Hawaii Special Services Unit
120 Pauahi Street, Suite 210
Hilo, Hawaii 96720
3. West Hawaii: West Hawaii CWS Intake/Permanency Unit
75-5995 Kuakini Highway, Suite 523
Kailua-Kona, Hawaii 96740
4. Kauai: Intake/Central Child Welfare Services Unit
Lihue State Office Building
3060 Eiwa Street, Room 102
Lihue, Hawaii 96766-1890
5. Maui: West Child Welfare Services Unit
1885 Main Street, Suite 306
Wailuku, Hawaii 96793

The Maui Unit shall conduct CWS Central Registry checks for the islands of Maui, Molokai, and Lanai.

- E. Upon completion of the Protective Services Central Registry check, the Department of Human Services shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- F. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

III. PROTECTIVE SERVICES CENTRAL REGISTRY CHECKS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

- A. When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as

direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

1. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check; and
2. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.

B. Exemptions from the requirements of sections III. A. 1 and 2 may be approved by ACCSB/CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check or Protective Services Central Registry Check Standards) or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current Protective Services Central Registry check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
2. The attached Checklist for Exemption Request may be used as a reminder of the documents to be submitted to the Department for EACH exemption request. Additional copies of this checklist may be photocopied as needed.
3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department.
4. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
5. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.

6. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 7. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives all documents listed on the attached Checklist for Exemption Request and needed for a decision to be made. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 8. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- C. ACCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, Consumer-Employer Choice Regarding Criminal Conviction Record Check or Adult Protective Services Central Registry Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or Adult Protective Services Central Registry checks on the individuals they plan to hire as direct service providers.

Attachment – Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
Social Services Division

Criminal Conviction Record Check Standards or
Protective Services Central Registry Check Standards

CHECKLIST FOR EXEMPTION REQUEST

The appropriate Social Services Division review panel shall consider a request for exemption from the Division's Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards only upon the receipt of the documents listed below. The panel shall then have forty-five (45) days to complete its review and to issue its decision on the request.

This checklist, with blocks checked off to confirm the inclusion of the appropriate documents, should accompany the documents submitted to the Department. The request should be forwarded to the Department by the prospective employer agency. The individual should keep copies of all submitted documents for his/her records.

1. ☐ **Form DHS 1673, "REQUEST FOR EXEMPTION (From Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards)".**
Must be completed and signed by individual requesting the exemption. A separate DHS 1673 shall be submitted for EACH exemption being requested.
2. ☐ **Criminal Conviction Record Check Report.**
This is the report from Hawaii Criminal Justice Data Center (HCJDC), and it must include the conviction for which the exemption is being sought.
3. ☐ **Protective Services Central Registry Check Report (Adult or Child Protective Services).**
This is the report or letter from the Department of Human Services, and it must include the confirmation of abuse for which the exemption is being sought.
4. ☐ **Statement of Authenticity.**
This is a statement completed and signed by the individual requesting the exemption that validates the copy of the Hawaii Criminal Justice Data Center report that is submitted. A copy is attached, and may be used to photocopy additional copies for your use.
5. ☐ **Letter from the Prospective Employer Agency.**
This letter will confirm the individual's status as a prospective direct service provider. The letter must identify the individual and the position for which the individual is being considered.
6. ☐ **Job Description.**
This description must come from the prospective employer agency. It will help the review panel to determine the relationship of the conviction to the direct services position offered to the individual.
7. ☐ **Evidence of Rehabilitation.**
Some examples of what may be submitted include: Letters from employers, letters confirming the termination of probation or parole, letters indicating completion of self-help program, such as anger management, drug treatment, etc.

Attachment (Statement of Authenticity)

ATTACHMENT F

GENERAL CONDITIONS OF THE CONTRACT

Go to:

http://www2.hawaii.gov/spoh/Forms_Instructions/contracts/GenCondHHS.PDF

ATTACHMENT G

SPECIAL CONDITIONS OF THE CONTRACT

EXHIBIT E

SPECIAL CONDITIONS

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of Exhibit “D”, the General Conditions, the PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit “A”, Scope of Services, and any attachments to Exhibit “A” as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.
2. **Insurance.** In addition to Section 1.4 of the General Conditions, Exhibit “D”, in order to protect PROVIDER as well as the State of Hawaii and their officers, employees, and agents covered under the indemnification provision in this Agreement, PROVIDER shall obtain and keep in force throughout the period of this Agreement the following insurance:
 - a. Automobile liability insurance as applicable, for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement, shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER’S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER’S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles with at least minimum no-fault coverage required by law.

- b. Errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

STATE: **Department of Human Services**
 Social Services Division
 Support Services Office
 Purchase of Services Unit
 810 Richards Street, Suite 501
 Honolulu, Hawaii 96813

PROVIDER:

Name: _____

Title: _____

Address: _____

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.
5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, Exhibit "D", the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.
6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the AGENCY'S Social Services Division Administrator or representative.
7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

An audit under this provision shall NOT be required if both of the following conditions are met:

- a. The PROVIDER is subject to the federal audit requirements specified below; and

- b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Three Hundred Thousand (\$300,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, Exhibit "D", when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
 - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Exhibit "D", Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, Exhibit "D", PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the

appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.

15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Exhibit “B” of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.
16. Exhibit “D,” General Conditions, item 1.6, Reporting Requirements, is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit “B” to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER’s overall efforts toward meeting the requirements of this Agreement, and where applicable in Exhibit “B,” listing expenditures actually incurred and units actually delivered in the performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.

17. **Option to Extend.** STATE and PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

<input type="checkbox"/>	The provisions of the Request for Proposals.
<input type="checkbox"/>	The provisions of Hawaii Administrative Rules at §3-149-301 regarding the extension of existing contracts during a procurement process.
<input type="checkbox"/>	When the Agreement was exempt from procurement rules in accordance with Hawaii Administrative Rules at §3-141-503.
<input type="checkbox"/>	If STATE and PROVIDER agree to an extension to utilize unspent funds.

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
21. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantees hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
 - b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantees hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.
 - c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any

subgrantees hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any educational program or activity funded under this Agreement.

- d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975 and except as may be specified in the Scope of Services of this Agreement, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
22. **Certification Regarding Lobbying.** The Provider and any subgrantees shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

ATTACHMENT H

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

If awarded a contract to provide the services specified in any of the RFP(s) referenced above, I hereby assure that the following will be in place during the term of the contract:

1. Staff Development

A written training plan for Provider staff which:

- a. Promotes an understanding of the clients that the Department serves;
- b. Promotes good practice;
- c. Familiarizes staff with the Provider's own program and agency policies and procedures; and
- d. Familiarizes staff with available resources in the community as applicable under the Scope of Work in Section 2 of the RFP and in support of the service activities in the provider's proposal.

2. Supervision

A written plan for supervising direct service staff. This plan will be consistent with the lines of supervision indicated on the Program Organizational Chart in the contract.

3. Coordination of Services

A written plan to coordinate services with other agencies and with DHS staff. That plan will include each of the following as applicable:

- a. Ongoing communication with DHS staff about active DHS clients, especially regarding critical incidents or non-participation in the mutually agreed upon program plan;
- b. Information and referral of clients to other community resources if appropriate; and
- c. Identification of other programs and agencies that can serve as resources to clients;

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses all of the following:

- a. How all of the outcomes on Form C in Section 2 of this RFP will be measured; and
- b. The process of service delivery.

5. Criminal History and Protective Services Registry Checks

Documentation of criminal history and Protective Services Registry checks, or appropriate waivers, in accordance with the standards in Section 5 of the RFP, will be in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact.

6. Documentation of Utilization

Procedures to accurately track and document the units of service delivered to clients and reported to DHS on Quarterly Activity Reports and, if required, on Client Eligibility Lists.

7. Minimal English and Physical Limitations

Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

AGENCY

ATTACHMENT I

**FISCAL YEAR 2003 YEAR-END QUARTERLY
ACTIVITY REPORTS**

RFP # HMS 301-63

NEIGHBORHOOD PLACES

FISCAL YEAR 2003

YEAR –END QUARTELY ACTIVTY REPORT

QUARTERLY ACTIVITY REPORT

AUG 2003

FY03 Funding = \$394,635
FY03 Spent = \$394,558

Department of Human Services
Social Services Division
Purchase of Services Office

Reporting Quarter: ____ 1st; ____ 2nd; ____ 3rd; X 4th.Fiscal Year: 2002-2003Provider: Blueprint for ChangeContract No: DHS-01-POS-9220**I. SERVICES PURCHASED:**

SERVICE UNIT	Annual Goal	SERVICE UNITS DELIVERED DURING THE QUARTER			
		1st Month	2nd Month	3rd Month	YTD Total
N/A					
No units defined in contract.					

II. PEOPLE NOT SERVED:

1. How many people were not served (turned away)? Explain in section VII below, if needed.

None

2. How many people remained on a waiting list to be served at the end of this quarter?
(Section VII).

None

III. PEOPLE TO BE SERVED

PEOPLE TO BE SERVED	Annual Goal Proposed to be served for contract year (unduplicated).	Actual # of persons/families (unduplicated)	
		This Quarter	Cumulative YTD
1. Total # of families referred for diversion services.		35	164
2. Total # of families provided diversion services.*	140-175**	40	139
3. # of families provided diversion services upon CPS case closure (subset of #2).	0-35	10	20
4. Total # of families referred for prevention services.		23	81
5. Total # of families provided prevention services.*	88	15	66

*Services may include information & referral, crisis intervention, informal counseling, early childhood development training, assistance obtaining resources, socialization activities, family & group parenting ed., & case management.

** Numbers do not reflect the lowered contract conditions.

IV.a. SERVICES

SERVICES	Annual Goal Proposed services for contract year.	Actual # of Activities Performed (unduplicated)	
		This Quarter	Cumulative YTD
1. # of assessments completed.		45	169
2. # of Family Success Plans developed for diversion families.	175	27	110
3. # of community workshops to increase the knowledge of CAN dynamics.	7	11	36
4. # of activities to strengthen families and/or communities.	10	14	48
5. # of Information & Referrals only.		220	652

IV.b. SERVICES (continued) - Additional Explanation of SERVICES and activities:

Please see individual NP QARs for explanation. In areas where the NP is not meeting quarterly goals, the BFC is offering technical and training assistance. Three of the four NPs were opened during the first quarter of FY2003. It is not expected that contract goals would be met during the first year.

V.a. OUTCOMES

OUTCOMES	ACHIEVEMENT OF PROPOSED OUTCOMES				
	Proposed Annual	This Quarter		Cumulative YTD	
	% Achieved	% Achieved	# of Clients	%	#
DIVERSION FAMILIES:					
1. % of diversion families not confirmed for child abuse or neglect while in the program.	90%	100%	54	98%	140
2. % of diversion families not confirmed for child abuse or neglect within 6 months of case closure.	90%	98%	19	95.6%	39
3. % of diversion children under age 5 years that have a medical home at the time of case closure.	90%	100%	25	100%	81
4. % of diversion families that developed success plans based upon their identified risks and stressors.	90%	82%	40	92.6%	131
5. % of diversion families that successfully completed their success plans.	75%	81.25%	15	87%	42
6. % of diversion families that are able to articulate the safety issues, what skills they have developed to change their behavior, & what they will do to prevent reoccurrence.	90%	90%	32	89%	97
PREVENTION FAMILIES:					
7. % of prevention families not confirmed for child abuse or neglect while in the program.	90%	100%	25	100%	61
8. % of prevention families not confirmed for child abuse or neglect within 6 months of case closure.	90%	100%	7	89%	NA

Note: Explanations for problems in meeting program objectives should be recorded in the next section of the report.

V.b. OUTCOMES (continued) - Explain any problems in meeting program objectives.
(If the percent is 10% less than anticipated, provide an explanation. Use additional sheets if necessary.)

Item #4: Please review comments by the NPK. For Items 4, 5, and 6 they experienced difficulties not yet encountered by the newer NPs. A number of families are not able to complete service plans or articulate child safety issues due to substance abuse issues. The NPs are developing techniques to better engage substance abusing families.

Item #5: See Item 4.

Item #6: See Item 4.

Please Note: Several of the outcomes require a 6 month timeframe. Three of the four NPs have only been in

operation 7 to 8 months so they are unable to present numbers that give a full picture of the successes and/or challenges they may be encountering.

VI. MAJOR ACCOMPLISHMENTS DURING THIS QUARTER

- **BFC Re-organization:** The BFC made committee assignments and began implementation of its 1st quarter re-organization decisions to make the following changes:
 - Quarterly meetings instead of monthly Board meetings. (The move will be made to quarterly meetings after the 2003 legislative session).
 - Set Board membership term limits of three years for two consecutive years maximum.
 - Add an additional seat on the BOD.
 - Create two standing committees and three advisory committees:
 - Executive Standing Committee
 - Finance Standing Committee
 - Funding Development Committee
 - Program Advisory Committee
 - Policy Advisory Committee

As a result of this re-organization, the BFC Policy Advisory Committee has been able to increase the BFC profile in the community. Some of these activities were:

Meet the Directors: In early April the BFC sponsored an event for the private providers to meet the new DHS, DOH and OYS Directors. A follow-up is planned for the Fall 2003

Children's Budget Analysis: Child Safety Brief: The partnership between Hawaii Kids Watch and the Blueprint for Change culminated with its publication and distribution during the last quarter of FY2003. A press conference was not arranged however, until July 10, 2003 which gave the BFC excellent ongoing exposure.

Monthly Policy Advisory Committee meetings: The committee meets monthly to review NP policy issues, address the concern and initiate solutions. The monthly meetings have generated interest in the community to join and participate in the BFC Policy Advisory Committee.

Child Think Tank: One of the main findings of the child safety issue brief was the lack of a unified voice for child safety issues. The BFC determined this voice could be found if greater collaboration were made between the Hawaii Children's Trust Fund, Prevent Child Abuse Hawaii and the Blueprint for Change. Child Think Tank meetings are being held at the behest of these groups with multiple other parties participating. The think tank is still in the process of determining its direction.

SCR#13 relating to the Healthy Start: The BFC strongly advocated to get SCR #13 passed requesting the Healthy Start to collaborate with the child welfare system. The SCR#13 did pass the legislative session and the first task force meeting is scheduled for 8/14/03

Housing and Children of Incarcerated Parents: Through indications from the NP Directors, families are facing numbers policy issues related to lack of affordable housing. The Policy Committee advised the Board who in turn took the initiative to join Partners in Care and the advocacy arm to PIC in order to seek collaborative solutions to the complex problem. Similarly, children of incarcerated parents have been identified as an at-risk population with poor expectation for better outcomes without interventions. The BFC has wrote an issue brief on the subject and was planning a Fall conference to highlight the issue. When it became known that the Child and Family Services were also interested in pulling together a conference, the BFC agreed to co-sponsor the event with them.

- **1994 BFC Task Force Concept:** The BFC task force created by the 1994 legislature originally conceptualized a NP where the diversion and support services would all be delivered at a one-stop-shop. The NPK received its nonprofit status in the 3rd quarter qualifying it to be awarded the DHS diversion contract for West Hawaii. The BFC is pleased with the development and is of the opinion this is a more effective intervention model to the diversion of families from CWS.
- **Staff Trainings:** In coordination with the BFC Board meetings, the BFC Executive Director facilitates staff trainings aimed at providing technical and administrative support to all the new NP staff. Trainings were held on use of the BFC database system and the NP outreach services.
- **The connections between the NPs are noteworthy, beneficial and reliable.** The NPs are keeping open the communications between themselves for mutual support. The BFC arranged a monthly teleconference call on the third Monday of each month for 1 to 1½ hours allowing the NP Directors to discuss administrative and/or policy issues with one another.
- **The Oahu based NPs have set up a monthly meeting/training schedule with the CFS, the Oahu Diversion contractor.** The focus of these meetings are to discuss intake and service plan methodology for the CFS and NP families, keep the referral process fluid and to discuss areas of concern or policy issues that may arise. The monthly meetings are valuable to both the diversion contractor and the NP

staff.

- Each NP has established Advisory Councils and selected community representatives to the BFC Board of Directors. Where representation exists, the NPs have invited the Legal Aid Society Navigator Program Managing Directors and/or outreach worker to join the NP advisory committee, i.e. Waianae, Puna and Kona.
- The BFC received state funds to maintain operations for one more year. The amount received was set at its pre-expansion funding level of \$421,000. First quarter payments are expected before the end of August 2003.

VII. PROBLEMS ENCOUNTERED DURING QUARTER AND CORRECTIVE ACTION TAKEN

- The BFC requested funding by the state in the amount of \$890,000 to both sustain current operations and to add two or three other NPs. After reviewing the state budget situation the BFC working with House Finance and Senate Ways and Means to re-set the grant in aid at \$645,000, which is the amount BFC needs to operate 4 NPs and the BFC administrative expenses. When the grant in aids were funded using the Rainy Day Fund via SB1305, the BFC fund request was set at the pre-expansion expense level of \$421,000. Grave budget concerns were such that the BFC was grateful to receive that amount. However, this does place extreme financial stress on the BFC. The BFC ED has been expending a higher percentage of her time than normal on fund development activities to make up the difference between the \$421,000 and \$645,000.
- The concentration of effort during the first quarter was getting the Neighborhood known among its specific community providers, area schools and within the community. Good provider and community relationships are vital for an ongoing referral system. However, it does take time. Smaller rural areas such as on the Big Island have an easier job identifying and establishing the needed relationships. Whereas, Waianae and Central Kalihi have to work with the much larger child welfare system on Oahu.
- BFC has continued to work with the owners of its data collection system to allow for a more user friendly format. Kathie Reinhardt has been assisting this effort.
- Funding: BFC is not receiving the level of funding from private foundations it had anticipated. Grants are being awarded but at reduced amounts. Efforts are being made to broaden the funding sources for BFC.
- Legal Aid Society Navigator Program: BFC learned of a diversion/prevention program recently begun by the Legal Aid Society to work with families at-risk for child abuse and neglect during the 1st quarter. In an effort to partner, the BFC and LASH met during the 2nd quarter to explore ways to coordinate and consolidate our efforts. The two agencies continue to use one another as referral sources.
- The workload for the BFC staff has increased. A grant was written during the first quarter to request funding from the Atherton Family Foundation. While the grant was awarded from Atherton it was awarded at an amount of \$30,000 less than requested. Due to reduced funding received from Atherton and across the board from other private sources, the BFC will not be able to hire staff at its administrative level at this time.

VIII. STAFF CHANGES DURING QUARTER

Attach Quarterly Staffing Changes (Form QSC)

No staffing changes to report.

IX. PLANS FOR NEXT QUARTER

Plans include anything new that provider will incorporate into the program. (Use additional sheets if necessary.)

- Hold a press conference with the LG announcing completion of the Children's Budget Analysis: Child Safety Issue brief.
- Distribute the issue brief. The BFC has developed a statewide mail list of human service providers, agencies, and interested individuals of approximately 1,500

- Co-sponsor the Children of Incarcerated Parents conference, October 30-31, 2003. The BFC was planning a conference for the Fall when it learned through the Child Welfare League of America that Child and Family Services was also interested in putting on a conference. The BFC is now an event co-sponsor.
- Provide training and technical assistance to the NPs. In September, the BFC will begin a three-part sustainability workshop for the benefit of its NP directors. The workshop is designed to assist the NP staff on how to become more self-sustaining.
- Participate on the Healthy Start task force to incorporate child welfare services families.
- Finalize work with the BFC database managers, eHana to make the system more efficient for reporting purposes. Currently, the BFC ED has to go use complicated formulas to pull out database information.
- Participate in the planning of Hawaii Children and Youth Day.
- Meet with DHS to discuss future BFC funding within DHS
- Meet with DHS to discuss the possible use of TANF dollars designated for family strengthening and the NP model.
- Continue to write grants requests from private sources.
- Provide technical and administrative support to developing NPs
- Continue to facilitate and/or participate in community coalitions such as the Child Think Tank, Health Start task force, Keiki Caucus, Prevention Hui, etc.

Report prepared by:

Lydia Hardie

Print Name

Executive Director

Title

Signature

8.4.03

Date

282-0488

Phone